

The Comptroller General of the United States

Washington, D.C. 20548

Decision

Matter of:

Technical Support Services, Inc.

File:

B-232488

Date:

November 9, 1988

DIGEST

Agency properly allowed correction of apparent clerical error in bid which resulted in displacement of low bidder where the mistake in the bid and the intended bid were ascertainable substantially from the face of the bid.

DECISION

Technical Support Services, Inc. (TSSI), protests the award of a contract to Sterling Services, Inc., under invitation for bids (IFB) No. DAKF19-88-B-0046, issued by the Department of the Army for transportation services at Fort Riley, Kansas. The protester argues that the agency improperly corrected a mathematical error in Sterling Services' bid, thereby displacing TSSI as the low bidder.

We deny the protest.

The IFB was issued on June 20, 1988, and in section B called for firms to submit bids on several line items for a base year and four 1-year options. The bid schedule for each contract year appeared as follows:

Item No.	Description	QTY	UN	Unit Price	Amount
0001AA	Transportation Motor Pool Operations, Main- tenance and Repair Serv	12 ices	МО	\$	\$
0001AB	Provide Intra-post bus services	12	MO	\$	\$
0001AC	Provide Intra-post Military Taxi Service	12	МО	\$	\$

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0001AE Provide Repair parts to NOT TO EXCEED \$190,000.00 be billed at Contractor's invoice cost.

TOTAL OF 0001AA thru 0001AD

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At bid opening on August 15, 13 firms had submitted bids in response to the solicitation. After publicly opening the bids, the contracting specialist announced that TSSI was the apparent low bidder. She made this determination by simply reading the line marked "price" for all bids. Subsequently, the contracting specialist checked all bids for mathematical accuracy and discovered that five of the firms responding to the solicitation had made an identical error. Specifically, the firms in question had improperly added \$190,000 to the total price of the line items for each year of the contract. As shown above, the figure represented a not-to-exceed estimate of the cost of spare parts which was to be billed at the contractor's invoice cost and which was not to be evaluated. Thus, the five firms had improperly included the amount specified in line item No. 0001AE in arriving at their totals which, as instructed in section B above, were only supposed to contain line item Nos. 0001AA-0001AD. note that the protester's bid shows that it had made the identical mistake but that, before submitting its bid. TSSI subtracted out the additional \$190,000. After subtracting line item No. 0001AE from the bids, the agency concluded that Sterling Services was the low bidder and subsequently awarded the contract to that firm.

The protester argues that the agency acted improperly by making the correction without first following the procedures outlined in FAR § 14.406 (FAC 84-12). Specifically, the protester alleges that the actions of the contracting officer in recalculating Sterling Services' bid were improper because (1) the contracting officer failed to seek verification of Sterling Services' bid, and (2) the correction had the effect of displacing TSSI as the low bidder even though the existence of the mistake and the bid intended allegedly cannot be ascertained substantially from the face of the bid itself.

The agency responds that it properly corrected the error in Sterling Services' bid. The agency argues that it was not required to obtain verification because no actual

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adjustment was made to the prices bid by Sterling Services. The agency also argues that the actions which it took did not result in a displacement of TSSI as low bidder because that firm was never the low bidder.

We conclude that the agency properly corrected Sterling Services' bid. Under FAR § 14.406-2 (FAC 84-12), a contracting officer is authorized to correct a clerical mistake in a bid without further agency approval after the bidder verifies the intended bid. Tetronix, Inc., B-219981, Nov. 27, 1985, 85-2 CPD ¶ 611. In such a case, to be corrected as a clerical error, both the mistake and the intended bid must be apparent from the face of the bid. Id.

In this case, we think that the Sterling Services bid contained an apparent clerical error. Both the error and the intended bid can be ascertained from the face of Sterling Services' bid. Both its unit and extended prices are in agreement, and all five contract years (base and four options) reflected the simple mathematical error of adding \$190,000 in repair parts that were not to be evaluated to the overall contract year's price. Thus, the bid also shows a clear pattern of erroneously adding \$190,000 for each contract year. We also note that the apparent nature of the mistake and intended bid is highlighted by the fact that four other firms committed the same error, as did the protester who ultimately discovered and corrected the error before bid opening. While FAR, § 14.406-2 (FAC 84-12) requires that the contracting officer attain verification prior to correction, we think that here the error was so obvious and the intended bid so clear, that no other bidder was prejudiced by the contracting officer's failure to do In other words, we conclude that the agency's procedural error was minor and did not ultimately prejudice either the protester or any of the other bidding firms.

The protest is denied.

James F. Hinchman General Counsel